

Moez M. Kaba, CA State Bar No. 257456  
mkaba@hueston.com  
Rami Bachour, CA State Bar No. 324844  
rbachour@hueston.com  
HUESTON HENNIGAN LLP  
523 West 6th St., Suite 400  
Los Angeles, CA 90014  
Telephone: (213) 788-4340  
Facsimile: (888) 775-0898

Douglas J. Dixon, CA State Bar No. 275389  
ddixon@hueston.com  
Christina V. Rayburn, CA State Bar No. 255467  
crayburn@hueston.com  
Neil G. Anderson, CA State Bar No. 307668  
nanderson@hueston.com  
Thomas B. King, CA State Bar No. 241661  
tking@hueston.com  
HUESTON HENNIGAN LLP  
620 Newport Center Drive, Suite 1300  
Newport Beach, CA 92660  
Telephone: (949) 229-8640  
Facsimile: (888) 775-0898

Attorneys for Defendant  
AMAZON.COM, INC.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO COURTHOUSE

MASTEROBJECTS, INC.,  
Plaintiff,  
vs.  
AMAZON.COM, INC.,  
Defendant.

Case No. 3:20-cv-08103-WHA  
Judge William H. Alsup  
Courtroom: 12

**DECLARATION OF THOMAS KING**

Complaint Filed: May 5, 2020  
Trial Date: May 9, 2022

I, Thomas King, attorney at Hueston Hennigan LLP, declare as follows:

1. When a user begins typing a search into an Amazon search bar, Amazon's autocomplete service receives the letters typed by the user and provides suggested searches back to that user. This allows the user to complete a search by simply clicking a suggestion, rather than continuing to type. Amazon produced the source code that drives and provisions autocomplete as Amazon understood the accused instrumentality (i.e., the code that implements the autocomplete lookup process). Amazon's production included both client-side and server-side code, and was made well in advance of the December 13, 2021 deposition of Amazon's relevant 30(b)(6) witness. Amazon first produced this code in September 2020. After MasterObjects provided Supplemental Infringement Contentions in April 2021, Amazon additionally produced: (1) updated code that included past versions; (2) code for Amazon's iOS, Android, and Prime Video applications; and (3) additional code regarding autocomplete "widget" functionality. By July 2021, Amazon had produced over twelve thousand source code files comprising over two gigabytes of information.

2. Mr. Miller was asked to "walk [] through the names of the files that are actively used in autocomplete." *Id.* at 109:24-110:1. He did so, and the files he named had all been produced:

<u>Code identified by Mr. Miller</u>	<u>Where Produced by Amazon</u>
[REDACTED] <i>Id.</i> at 110:14-21.	[REDACTED]
[REDACTED] <i>Id.</i> at 110:23-111:1.	[REDACTED]
[REDACTED] <i>Id.</i> at 111:3-6.	[REDACTED]
[REDACTED] <i>Id.</i> at 111:8-13.	[REDACTED]
[REDACTED] <i>Id.</i> at 111:14-20.	[REDACTED]
[REDACTED] <i>Id.</i> at 111:21-24.	[REDACTED]
Suggestions providers:	Within:
[REDACTED]	[REDACTED]
[REDACTED] <i>Id.</i> at 111:25-112:16; 113:3-6.	[REDACTED]
[REDACTED] <i>Id.</i> at 113:11-16.	[REDACTED]

3. MasterObjects' latest contentions claim "Amazon has produced two files of server code alone, both manifestly incomplete." No so. Amazon produced *hundreds* of files of server code.

4. MasterObjects' new complaints about Amazon's code production are not directed to

the core autocomplete functionality, which was produced. Instead, MasterObjects' complaints are directed to different categories (the "Newly Demanded Code"): (1) code that relates to how certain [REDACTED] and (2) an [REDACTED]. Until MasterObjects submitted its latest contentions on December 23, 2021, Amazon had no reason to believe that such code was part of MasterObjects' infringement theory. As Amazon will explain at the appropriate time, MasterObjects' latest infringement theories—to the extent Amazon understands them—misconstrue Amazon's technology, are inconsistent with the claims, and rely on a broadening construction of "cache" that conflicts with how *MasterObjects itself* has previously construed that term. *Compare* Dkt. No. 198-1 at 1 (MasterObjects newly proposing construing "cache" as "a memory store") with *MasterObjects, Inc. v. Facebook, Inc.*, Case No. 21-cv-5428-WHA, Dkt. No. 62 at 3 (N.D. Cal. Oct. 26, 2020) (agreeing to construe "cache" as "a store that includes previous query results retrieved in response to previous queries"). MasterObjects' latest infringement theories are not ones that Amazon should or could have anticipated.

5. Nor has Amazon hidden the ball. Amazon produced extensive technical documentation related to autocomplete—including documents describing the functionality MasterObjects newly accuses. Amazon repeatedly explained that it did not understand MasterObjects' "caching" allegations, and urged MasterObjects to prepare compliant contentions. *See, e.g.*, Dkt. No. 119 at 22:6-12, Dkt. No. 162. Amazon even engaged with MasterObjects on what it needed to prepare compliant contentions, agreeing to stay case deadlines to allow MasterObjects to finally do so by October 22, 2021. *See* Dkt. No. 155. During that process, MasterObjects never asked for this Newly Demanded Code. And unlike the April 8 contentions, MasterObjects' October 22 contentions did not claim that Amazon's code production was lacking. *See* Dkt. No. 174-4 at Ex. A. Nor did MasterObjects' counsel make this claim on December 16, when the Court ordered supplementation. Dkt. No. 217 at 4:5-9. Nor did MasterObjects ever move to compel further code production. This is a new issue, raised to mask MasterObjects' failure to prepare its case.

I declare under penalty of perjury that the following is true and correct:

Dated: January 10, 2022

/s/ Thomas King

Thomas King

- 2 -